



SCOUTSEE, INC.

10/06/2016

Dear Shady,

We are pleased to provide you with this offer of employment, commencing October 6, 2016. It will be great to have you join Scoutsee, Inc. ("**Scoutsee**"), and we look forward to a long and prosperous working relationship.

The specific terms and conditions of this offer of employment by Scoutsee are as follows:

Title:	Software Engineer
Salary & Equity:	1) \$100,000 base salary per year, subject to review based on your performance each year. You will be paid in accordance with normal payroll practices (bi-monthly installments), less all applicable tax and benefit withholdings. 2) Issued stock options or equivalent of 1% allocated from the company's senior management employee stock option pool. After the initial 3 month period, we will evaluate on additional 1.5% and or greater.
Reporting Structure:	Employee will report directly to Company's Chief Technology Officer.
Discretionary Bonus:	Each year during the term of your employment, you will be eligible to receive an annual discretionary bonus based on your individual performance, the financial results of the Company and such other factors as the President may deem appropriate.
Benefits:	You will be entitled to all benefits generally made available to Scoutsee staff.
Vacation:	As a full-time employee, you shall also be entitled to fifteen (15) days of paid time off. This allocation is to be used to cover any vacation, personal and sick days. You will also receive an additional one (1) day per year on each anniversary of employment up to a maximum of five (5) additional days of paid time off. Vacation accruals for newly hired or rehired employees will commence upon the successful completion the first ninety (90) days and will be credited retroactively to the employee's date of hire or rehire. However, due to the nature of our business and to best service our clients, only two (2) paid time off days are permitted during December and November other than the Thanksgiving and Christmas week.

S.G.



Heath Plan: On the first day of the month after successfully completing 30 days of employment, you shall be eligible for the Scoutsee health insurance plan – of which Scoutsee pays 75%.

Your employment will be terminable at will, which means that either you or Scoutsee may terminate your employment at any time and for any reason or for no reason. No one other than the Chief Executive Officer has the authority to alter this arrangement, to enter into an employment agreement for a specified period of time, or to make any agreement contrary to this policy, and any such agreement must be in writing and must be signed by an authorized officer of Scoutsee and you.

By signing this letter agreement, you represent and warrant that you are not subject to any agreement or judgment of any kind, or any other restrictive agreement of any character, which would prevent you from entering into this agreement or which would be breached by the performance of your duties pursuant to this agreement.

You shall be required to execute and deliver a Confidentiality and Non-Solicitation Agreement, substantially in the form of Exhibit A hereto, at the time of signing this letter agreement

Please sign and date this letter in the space provided below and return it to me. We look forward to your continuing on as an extremely valuable member of the Scoutsee team. Of course, please do not hesitate to call me should you have any questions.

This offer is contingent upon the acceptable completion of credit and criminal background screening.

Sincerely yours,

A handwritten signature in black ink, appearing to be 'Thomas Kwon', written over a horizontal line.

Thomas Kwon
CEO
Scoutsee, Inc.

ACKNOWLEDGED AND AGREED

A handwritten signature in black ink, appearing to be 'Shady Gabal', written over a horizontal line.

Shady Gabal

Handwritten initials 'SG' in black ink, with a large checkmark-like stroke above them.